

RULE 63 (37 C.F.R. 1.63)  
DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION  
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name, and I believe I am an original and joint inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled Method and Apparatus for Implementing Level of Detail With Ray Tracing, the specification of which is attached hereto, bearing Attorney Docket No. 69102 / 269523.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose all information known to me to be material to patentability as defined in 37 C.F.R. 1.56. I hereby claim foreign priority benefits under 35 U.S.C. 119/365 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate filed by me or my assignee disclosing the subject matter claimed in this application and having a filing date (1) before that of the application on which priority is claimed, or (2) if no priority claimed, before the filing date of this application:

PRIOR FOREIGN APPLICATION(S):			Date first Laid-	Date Patented	Priority Claimed
<u>Number</u>	<u>Country</u>	<u>Day/MONTH/Year Filed</u>	<u>open or Published</u>	<u>or Granted</u>	<u>Yes</u> <input type="checkbox"/> <u>No</u> <input type="checkbox"/>

I hereby claim domestic priority benefit under 35 U.S.C. 119/120/365 of the indicated United States applications listed below and PCT international applications listed above or below and, if this is a continuation-in-part (CIP) application, insofar as the subject matter disclosed and claimed in this application is in addition to that disclosed in such prior applications, I acknowledge the duty to disclose all information known to me to be material to patentability as defined in 37 C.F.R. 1.56 which became available between the filing date of each such prior application and the national or PCT international filing date of this application:

PRIOR U.S. PROVISIONAL, NONPROVISIONAL AND/OR PCT APPLICATION(S)		Status	Priority Claimed?
<u>Application No.:</u>	<u>Day/MONTH/Year Filed:</u>	<u>pending, abandoned, patented</u>	<u>Yes</u> <input type="checkbox"/> <u>No</u> <input type="checkbox"/>

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

I hereby appoint Pillsbury Winthrop LLP, 1100 New York Avenue, N.W., Ninth Floor, East Tower, Washington, D.C. 20005-3918, telephone number (650) 233-4790 (to whom all communications are to be directed), and the below-named persons (of the same address) individually and collectively my attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith and with the resulting patent, and I hereby authorize them to delete persons no longer with their firm and to act and rely on instructions from and communicate directly with the person/assignee who first sent this case to them and by whom I hereby declare that I have consented after full disclosure to be represented unless/until I instruct the above Firm and/or a below attorney in writing to the contrary.

Paul N. Kokulis	16773	G. Paul Edgell	24238	Roger R. Wise	31204	Anthony L. Miele	34393
G. Lloyd Knight	17698	Lynn E. Eccleston	35861	Michael R. Dzwonczyk	36787	Robert J. Walters	40862
Kevin E. Joyce	20508	David A. Jakopin	32995	Jack S. Barufka	37087	Brian J. Beatus	38825
George M. Sirilla	18221	Mark G. Paulson	30793	Adam R. Hess	41835	John Jobe	28429
Donald J. Bird	25323	Stephen C. Glazier	31361	William P. Atkins	38821	Mark C. Pickering	36239
Dale S. Lazar	28872	Richard H. Zaitlen	27248	Paul L. Sharer	36004	David H. Jaffer	32243
Glenn J. Perry	28458			Robin L. Teskin	35030	Mark J. Danielson	40580

1. INVENTOR'S SIGNATURE:

Inventor's Name: Aashish A. MUNSHI  
Residence (City, State): Los Gatos, California  
Post Office Address: 17300 Laurel Road  
Los Gatos, CA 95033

Date: 6/25/01  
Country of Citizenship: India

2. INVENTOR'S SIGNATURE:

Inventor's Name: Mark WOOD-PATRICK  
Residence (City, State): San Jose, California  
Post Office Address: 3014 Malton Court  
San Jose, CA 95148

Date: 6/27/01  
Country of Citizenship: United States



**REVOCATION OF POWER OF  
ATTORNEY WITH  
NEW POWER OF ATTORNEY  
AND  
CHANGE OF CORRESPONDENCE ADDRESS**

Application/Patent  
Numbers

as set forth in Schedule A appended  
hereto

Filing/Issue Dates

as set forth in Schedule A appended  
hereto

Attorney Docket  
Numbers

as set forth in Schedule A appended  
hereto

I hereby revoke all previous powers of attorney given in the above-identified application:

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number:

20350

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with  
Customer Number:

20350

OR

☐ Firm or  
Individual Name

Address

Address

City

State

ZIP

Country

Telephone

Fax

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

Name

Julia Ceffalo

Signature

Date

13 June 2004

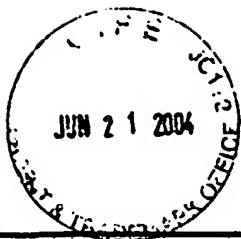
Telephone

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below.

☐ \*Total of \_\_\_\_\_ forms are submitted.

**Schedule A (as attached to PTO/SB/82)**

<b>Application No. Filing Date</b>	<b>Patent No. Issue Date</b>	<b>Attorney Docket No.</b>
09/738,466 December 15, 2000		022193-060100US
09/738,733 December 15, 2000		022193-060200US
09/894,225 June 27, 2001		022193-060300US
09/898,034 July 3, 2001		022193-060400US
10/681,829 October 7, 2002		022193-060410US
09/919,713 July 31, 2001		022193-060500US
09/925,137 August 8, 2001		022193-060600US
09/925,158 August 8, 2001		022193-060700US
10/759,376 January 15, 2004		022193-060710US
09/925,156 August 8, 2001		022193-060800US
09/925,157 August 8, 2001		022193-060900US
09/925,159 August 8, 2001		022193-061000US
09/925,160 August 8, 2001		022193-061100US
09/925,155 August 8, 2001		022193-061200US
09/925,161 August 8, 2001		022193-061300US
09/925,127 August 8, 2001		022193-061400US
09/925,136 August 8, 2001		022193-061500US
09/927,306 August 9, 2001		022193-061600US

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Aaftab A. Munshi et al.Application No./Patent No.: 10/681,829Filed/Issue Date: October 7, 2002Entitled: METHOD AND APPARATUS FOR IMPLEMENTING LEVEL OF DETAIL WITH RAY TRACINGPasternak Solutions LLC, a Delaware corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_%

In the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Aaftab A. Munshi et al. To: Believe, Inc.

The document was recorded in the United States Patent and Trademark Office at  
Reel 011968, Frame 0624, or for which a copy thereof is attached.

2. From: Believe, Inc. To: Pasternak Solutions LLC

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

13 JUNE 2004

Date

Telephone number

Julia Ceffalo

Typed or printed name

Signature

Authorized Person

Title

**Exhibit B**  
**ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Believe, Inc., a Delaware corporation, having offices at 3203 Scott Boulevard, Santa Clara, California 95054, ("Assignor"), does hereby sell, assign, transfer and convey unto Pasternak Solutions LLC, a Delaware Corporation, having an office at 171 Main Street, #271, Los Altos, California 94022 ("Assignee") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

<u>Patent Number</u>	<u>Country</u>	<u>Issue or Fil- ing Date</u>	<u>Title</u>
09/925,137	U.S.	8/9/01	Layered Crossbar for Interconnection of Multiple Processes and Shared Memories
09/738,733	U.S.	12/15/00	Method and Apparatus for Improved Data Bus Efficiency
09/898,034	U.S.	7/3/01	Method and Apparatus for Implementing Level of Detail With Ray Tracing
10/681,829	U.S.	10/7/03	Method and Apparatus for Implementing Level of Detail With Ray Tracing
09/927,306	U.S.	8/8/01	Sliced Crossbar Architecture with Inter-Slice Communication
09/925,158	U.S.	8/8/01	Memory Bus Arbitration Using Memory Bank Readiness
- 10/759,376	U.S.	1/15/04	Memory Bus Arbitration Using Memory Bank Readiness
09/925,160	U.S.	8/8/01	One Way Transaction Tagging in a Switch Crossbar
09/925,156	U.S.	8/8/01	Sliced Crossbar Architecture with No Inter-Slice Communication

COPY

09/738,466	U.S.	12/14/00	Method and System for Creating and Managing A Digital Content Creation Project Over a Network
09/925,157	U.S.	8/8/01	Method and System for Digital Rendering Over a Network
09/925,155	U.S.	8/8/01	Method and Apparatus for Generating Random Numbers for Use in a Field Programming Gate Array
09/925,161	U.S.	8/8/01	Method and Apparatus for Accumulating Floating Point Values
09/919,713	U.S.	7/31/01	Method and system to implement an improved floating point adder with integrated adding and rounding
09/894,225	U.S.	6/27/01	Object Visibility Control for Ray Tracing
09/925,127	U.S.	8/8/01	Efficiently Determining Mip Map Storage Locations for the Level of Detail of a Mip Map of an Image
09/925,159	U.S.	8/8/01	Efficient Serialization of (Bursty) Out-of-Order Results
09/925,136	U.S.	8/8/01	Efficiently Determining a Floor for a Floating Point Floor Number

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has, to the best of Assignor's knowledge, obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall provide any reasonable and necessary assistance to Assignee to cure any breaches of the foregoing, but shall not indemnify Assignor for any such breaches.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights that may exist: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each ju-

jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

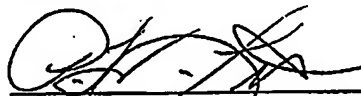
Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things reasonably necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include assisting Assignee in obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at \_\_\_\_\_  
on 26 APRIL, 2004.

ASSIGNOR

By:

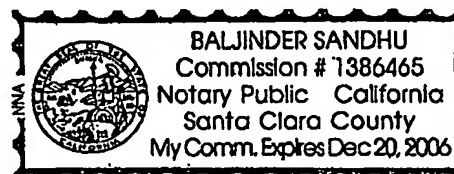


Name: Patrick W. Little

Title: PRESIDENT & CEO

(Notarization Required)

STATE: CALIFORNIA  
COUNTY: SANTA CLARA  
SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 26th DAY OF APRIL 2004  
Baljinder Sandhu  
NOTARY PUBLIC



COPY